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6	UNITED STATES I FOR THE WESTERN DIST			
7	FOR THE WESTERN DIST	RICT OF WASHINGTON		
8	BOARD OF TRUSTEES OF THE WESTERN METAL INDUSTRY			
9	PENSION FUND,			
10	Plaintiff, v.	NO.		
11	ARTIC MACHINE, INC., UBI NO.	COMPLAINT FOR COLLECTION OF EMPLOYER WITHDRAWAL		
12	602065675,	LIABILITY		
13	Defendant.			
14	For its complaint, plaintiff alleges as follows:			
15	I. PARTIES, JURISD			
16				
17	1. Plaintiff is the Board of Trustees of the Western Metal Industry Pension Fund			
18	("Trust"). The Trust is an "employee pension benefit plan" as defined in Section 3(2) of the			
19	Employee Retirement Income Security Act of 1974, as amended (ERISA), 29 U.S.C.			
20	§ 1002(2), and a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, 29			
21	U.S.C. § 1301(a)(3). Plaintiff is the "plan sponsor" of the Trust, as defined in Section			
22	4001(a)(10) of ERISA, 29 U.S.C. § 1301(a)(10	)).		

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1	2. Defendant Artic Machine, Inc. ("Artic") is a Washington corporation having	
2	its principal offices in Grays Harbor County, Washington.	
3	3. Artic is an "employer" as defined in Section 3(5) of ERISA, 29 U.S.C. §	
4	1002(5).	
5	4. As an employer, Artic was obligated to make employer contributions to the	
6	Trust on behalf of certain of its employees under the terms of one or more collective	
7	bargaining agreements.	
8	5. This Court has jurisdiction over this action pursuant to ERISA	
9	§ 4301(a)(2)(c), 29 U.S.C. 1451(a)(2)(c), and ERISA § 4221(b), 29 U.S.C. 1401(b).	
10	6. Venue is properly laid in this Court pursuant to ERISA § 4301(d), 29 U.S.C.	
11	§ 1451(d) and 28 U.S.C. § 1391(b) because the Trust is administered within this judicial	
12	district.	
13	II. <u>CLAIM FOR RELIEF</u>	
14	7. The "plan year" of the Trust for purposes of Section 4205 of ERISA, 29	
15	U.S.C. § 1385, begins January 1 and ends the following December 31.	
16	8. Prior to September 30, 2013, Artic was obligated to make employer	
17	contributions to the Trust on behalf of its employees under the terms of its collective	
18	bargaining agreement.	
19	9. On September 30, 2013, Artic permanently ceased to have an obligation to	
20	contribute to the Trust.	
21	10. On September 30, 2013, Artic had a complete withdrawal from the Trust for	
22	the purposes of Section 4203 of ERISA, 29 U.S.C. § 1383.	

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1	11. As a result of its complete withdrawal, the Trust determined that Artic owes		
2	\$330,240.00 in withdrawal liability.		
3	12. Pursuant to ERISA Section 4219(c)(1)(B), 29 U.S.C. § 1399(c)(1)(B), Artic		
4	is required to pay its withdrawal liability in eighty quarterly installment payments.		
5	13. On December 14, 2016, the Trust notified Artic in writing of its withdrawal		
6	liability and demanded payment in accordance with the installment schedule. The first		
7	payment was due April 1, 2017.		
8	14. Artic did not make its first payment due on April 1, 2017. On May 11, 2017,		
9	the Trust notified the employer that it had 60 days to cure its failure to make its initial		
10	withdrawal liability payment and that failure to do so would result in the declaration of a		
11	default.		
12	14. On May 25, 2017, Artic attempted to initiate arbitration in accordance with		
13	ERISA § 4221(a); 29 U.S.C. § 1401(a), but failed to file its notice with the American		
14	Arbitration Association as required by the Trust's Withdrawal Liability Procedures.		
15	15. On August 18, 2017, the Trust sent a letter to Artic advising the employer		
16	that it had not initiated arbitration in accordance with the Trust's Withdrawal Liability		
17	Procedures. The Trust gave the employer an additional 30 days to initiate arbitration in		
18	accordance with the Trust's Withdrawal Liability Procedures.		
19	16. More than sixty days have passed since the Trust's May 25, 2017 letter.		
20	Artic failed to make the required payment and is accordingly in default pursuant to Section		
21	4219(c)(5) of ERISA, 29 U.S.C. § 1399(c)(5).		
22	17. Artic did not initiate arbitration within the 30 day extension provided by the		

1	Trust in its Au	agust 18, 2017 letter.	
2	17.	Pursuant to Section 4221(b)(1) or ERISA, 29 U.S.C. § 1401(b)(1), Artic	
3	owes the Trust immediate payment of \$330,240.00 in withdrawal liability.		
4	18.	Under the terms of the Trust Agreement and Sections 4301(b), 515, and	
5	502(g)(2) of	ERISA Artic is obligated to pay liquidated damages, interest, reasonable	
6	attorney's fees, and costs and expenses of suit to be determined upon motions at trial. 29		
7	U.S.C. §§ 1451(b), 1145, 1132(g)(2).		
8	WHEREFORE, Plaintiff Western Metal Industry Pension Fund prays for judgment:		
9	(a)	Requiring Artic Machine, Inc. to pay the full amount of \$330,240.00 in	
10		withdrawal liability to the Trust, calculated in accordance with subsection	
11		4225(b) of ERISA,	
12	(b)	For attorney fees and costs, pursuant to Section 502(g) of ERISA, 29 U.S.C.	
13		§ 1132(g); and	
14	(c)	For such other and further relief as this Court deems just and equitable.	
15	DATE	ED this 6 <sup>th</sup> day of December, 2018.	
16		s/ Douglas M. Lash	
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